

EXHIBIT F

1988 (2068)

#1 CBG/UCI

SUBLEASE

THIS SUBLEASE in Cleveland, Ohio, by and between UNIVERSITY CIRCLE, INC. formerly known as University Circle Development Foundation, a corporation-not-for-profit ("University Circle") and THE GARDEN CENTER OF GREATER CLEVELAND), a corporation-not-for-profit, ("The Garden Center").

W I T N E S S E T H:

WHEREAS, University Circle entered into a lease agreement with the City of Cleveland, a municipal corporation, dated March 16, 1971, relating to certain Premises located at E. 108th Street and Wade Park Avenue in the City of Cleveland, Ohio (the "Master Lease"), attached hereto as Exhibit "A" and recorded in Volume ____ at Page ____ of the Cuyahoga County Records, and more fully described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio known as being part of Original 100 Acre Lot No. 394 and bounded and described as follows: bounded on the west by the easterly curb line of the park drive leading from East Boulevard at East 108th Street to the park drive separating the Cleveland Museum of Art property from the City of Cleveland property; bounded on the north by the southerly curb line of East Boulevard; bounded on the east by the westerly curb of East Boulevard; the northerly line of land leased to the Garden Center of Greater Cleveland by the City of Cleveland by Ordinance No. 1305-68; passed by City Council July 15, 1968, and the westerly lines of land leased to said Garden Center of Greater Cleveland by the following Ordinances respectively Ord. No. 1305-68 above, Ord. No. 1578-63 passed October 7, 1963 and Ord. No. 1976-68 passed December 16, 1968 and the southerly prolongation in a

bpd110

direct line of said westerly lines of land so leased to the Garden Center of Greater Cleveland to the northerly curb line of the Park Drive separating the Cleveland Museum of Art property from the City of Cleveland property; bounded on the south by said northerly curb line of the Park Drive separating the Cleveland Museum of Art property from the City of Cleveland property.

WHEREAS, University Circle desires to sublease certain portions of the Premises (the "Sublease Premises) to the Garden Center, which Sublease Premises shall be divided into two (2) parcels, Sublease Parcel A and Sublease Parcel B. Sublease Parcel A is more fully described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being a part of Original 100 Acre Lots Nos. 394 and 395, and bounded and described as follows:

Beginning at a stone monument in the center line of Hazel Drive N.E., 70 feet in width, at its intersection with the easterly line of East Boulevard N.E.; thence South 8°-26'-31" West to a point on the southwesterly curb line of East Boulevard N.E. and the principal place of beginning of the premises herein to be described;

Course No. 1: thence along said southwesterly curb line along the arc of a circle deflecting to the right 66.51 feet to the northeasterly corner of land leased to the Garden Center of Greater Cleveland by the City of Cleveland by Ordinance No. 1305-68, said curved line having a radius of 600.00 feet and a chord which bears South 37°-12'-09" East a distance of 66.47 feet;

Course No. 2: thence South 65°-12'-20" West along the northwesterly line of land so leased to the Garden Center of Greater Cleveland, 286.56 feet to the northwesterly corner thereof;

Course No. 3: thence South 5°-33'-39" East along the westerly line of land so leased to the Garden Center of Greater Cleveland and along the westerly line of land leased to the Garden Center of Greater Cleveland by the City of Cleveland by Ordinance No. 1578-63 and along the most

bpdl10

westerly line of land leased to the Garden Center of Greater Cleveland by the City of Cleveland by Ordinance No. 1976-68, 385.03 feet to a southwesterly corner of land so leased to the Garden Center of Greater Cleveland in said Ordinance No. 1976-68;

Course No. 4: thence North $84^{\circ}-26'-21"$ East along a southerly line of land so leased to the Garden Center of Greater Cleveland in said Ordinance No. 1976-68, 100.00 feet to an angle therein;

Course No. 5: thence South $5^{\circ}-33'-39"$ East along a westerly line of land so leased to the Garden Center of Greater Cleveland, 123.50 feet to the most southwesterly corner thereof;

Course No. 6: thence South $73^{\circ}-29'-31"$ East along a southwesterly line of land so leased to the Garden Center of Greater Cleveland, 105.12 feet to a point in the northwesterly curb line of aforementioned East Boulevard N.E.;

Course No. 7: thence South $40^{\circ}-20'-51"$ West along said northwesterly curb line of East Boulevard N.E., 114.22 feet to a point of curvature;

Course No. 8: thence continuing along said northwesterly curb line along the arc of a circle deflecting to the right 31.72 feet to a point of tangency, said curved line having a radius of 26.00 feet and a chord which bears South $75^{\circ}-17'-35"$ West a distance of 29.79 feet;

Course No. 9: thence North $69^{\circ}-45'-42"$ West, 95.51 feet;

Course No. 10: thence North $10^{\circ}-02'-21"$ West, across Wade Oval, so called, 576.58 feet;

Course No. 11: thence continuing across Wade Oval, North $14^{\circ}-22'-47"$ East, 104.95 feet;

Course No. 12: thence North $37^{\circ}-38'-21"$ East, 235.74 feet to the southwesterly curb line of East Boulevard N.E., as aforementioned;

Course No. 13: thence southeasterly along the southwesterly curb line of East Boulevard N.E. along the arc of a circle deflecting to the right 133.49 feet to the principal place of beginning, said curved line having a radius of 540.00 feet and a chord which bears South $44^{\circ}-26'-07"$ East a

bpd110

distance of 133.15 feet, containing 80.395 square feet of land (1.8456 acres) according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in April, 1988, be the same more or less.

Sublease Premises "B" is more fully described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being a part of Original 100 Acre Lot No. 394 and bounded and described as follows:

Beginning at a stone monument in the center line of Hazel Drive N.E., 70 feet in width, at its intersection with the easterly line of East Boulevard N.E.; thence South 8°-26'-31" West to a point on the southwesterly curb line of East Boulevard N.E.; thence northwesterly along said southwesterly curb line along the arc of a circle deflecting to the left 133.49 feet to a point, said curved line having a radius of 540.00 feet and a chord which bears North 44°-26'-07" West a distance of 133.15 feet to the principal place of beginning of the premises herein to be described;

Course No. 1: thence South 37°-38'-21" West, 235.74 feet to a point in Wade Oval, so called;

Course No. 2: thence continuing across Wade Oval, North 27°-27'-59" West, 113.64 feet;

Course No. 3: thence continuing across Wade Oval, North 54°-06'-40" West, 103.62 feet;

Course No. 4: thence continuing across Wade Oval, North 13°-33'-43" East, 135.90 feet to the southerly curb line of East Boulevard N.E.;

Course No. 5: thence southeasterly along said southerly curb line of East Boulevard N.E. along the arc of a circle deflecting to the right 109.59 feet, said curved line having a radius of 360.00 feet and a chord which bears South 76°-31'-23" East a distance of 109.17 feet;

Course No. 6: thence southeasterly along the southwesterly curb line of East Boulevard N.E. along the arc of a circle deflecting to the right 121.84 feet, said curved line having a radius of 960.00 feet and a chord which bears South 62°-24'-52" East a distance of 121.76 feet;

Course No. 7: thence southeasterly along said southwesterly curb line of East Boulevard N.E. along the arc

bpd110

of a circle deflecting to the right 42.62 feet to the principal place of beginning, said curved line having a radius of 540.00 feet and a chord which bears South 53°-46'-42" East a distance of 42.61 feet, containing 43,216 square feet of land (0.9921 acres) according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in April, 1988, be the same more or less.

WHEREAS, the Garden Center desires to accept such Sublease and to assume the obligations imposed upon University Circle by the Lease with respect to the Sublease Premises and the obligations described in Paragraph 3 hereof for certain maintenance of the Sublease Premises and in Paragraph 4 hereof for certain improvements which may be made thereto by The Garden Center;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties do hereby agree as follows:

1. As of the date of this Sublease, University Circle hereby demises and sublets the Sublease Premises to The Garden Center pursuant to the express authorization for such Sublease contained in Paragraph 8 of the Master Lease, and assigns to The Garden Center the right to enforce the obligations of the City of Cleveland as Lessor under the Master Lease to University Circle as Lessee under Paragraphs 3, 4 and 6 thereof with respect to the Sublease Premises. The Sublease of Parcel A shall expire on the date of expiration of the Master Lease on

bpd110

December 31, 2068. The Sublease of Parcel B shall expire on December 31, 2003. This Sublease shall also terminate upon the termination of the Master Lease by University Circle pursuant to the last sentence of Paragraph 7 thereof; provided, however, that University Circle shall deliver to the Garden Center at the address set forth in paragraph 3 hereof a copy of its notice of termination not less than five (5) days from the date of the delivery thereof to the City of Cleveland.

2. The Garden Center hereby takes and subleases the Sublease Premises and hereby assumes all of the obligations of University Circle under the Master Lease with respect to the Sublease Premises as required in Paragraph 8 thereof, subject, however, to certain continuing obligations of University Circle for maintenance as set forth in Paragraph 3 hereof.

3. Notwithstanding the assumption of certain obligations by The Garden Center as set forth in Paragraph 2 hereof, University Circle shall continue to mow and otherwise maintain all lawn areas contiguous with the "Great Lawn" situated in Wade Oval, provided, however, that University Circle may terminate its obligations under this Paragraph 3 by delivery of written notice of such termination to The Garden Center of Greater Cleveland, 11030 East Boulevard, Cleveland, Ohio 44106, Attention Director, not less than ninety (90) days prior to the effective date of such termination.

4. The Garden Center shall have the right, but not the obligation, to install on the Sublease Premises at its sole

bpd110

cost and expense security and garden lighting and an irrigation system appropriate for adequate watering of plants, flowers and trees.

The parties hereto have executed this Sublease by their duly authorized officers this 15th day of September, 1988.

In the presence of:

UNIVERSITY CIRCLE, INC..

Dea Meltz
Bob L. Bear

By: Joseph D. Pigott Pres.

And: Kenneth J. Pinkerton
Dr. Vice Pres

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Now comes before me, a Notary Public in and for said county and state, the above named UNIVERSITY CIRCLE, INC., an Ohio corporation, by JOSEPH D. PIGOTT its, PRESIDENT, and KENNETH J. PINKERTON its SR VICE PRESIDENT, who acknowledge that they did sign the foregoing instrument and that the same is their free act and deed individually and as officers of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, OHIO, this 15TH day of SEPTEMBER, 1988.

Gisele M. Hoffmann
Notary Public
GISELA M. HOFFMANN, Notary Pub
STATE OF OHIO - Cuyahoga Cour
My Commission Expires July 12, 1991

In the presence of:

GARDEN CENTER OF GREATER
CLEVELAND

Melinda J. Blanc
Rabbi Barnes

By: Alfredo Aguirre

And: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Now comes before me, a Notary Public in and for said county
and state, the above named GARDEN CENTER OF GREATER CLEVELAND,
an Ohio corporation, by ALEXANDER APANIAS,
its DIRECTOR, and _____,
its _____, who acknowledge that they did sign
the foregoing instrument and that the same is their free act
and deed individually and as officers of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at CLEVELAND, this 14TH day
of SEPTEMBER, 1988.

Gisela M. Hoffmann
Notary Public
GISELA M. HOFFMANN, Notary Public
STATE OF OHIO - Cuyahoga County
My Commission Expires July 12, 1991

This instrument prepared by:

Bourne P. Dempsey, Esq.
1100 Huntington Building
Cleveland OH 44115
Tel: 216/696-1100